

RETURN DATE: April 11, 2017

JOEL RIVERA

v.

PAULS AUTOMOTIVE LLC

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SUPERIOR COURT

J.D. OF NEW BRITAIN

AT NEW BRITAIN

MARCH 6, 2017

**COMPLAINT**

**FIRST COUNT: Breach of Contract**

1. The plaintiff, Joel Rivera, is an individual who resides in Manchester, Connecticut.
2. The defendant, Pauls Automotive LLC ("Pauls"), is a limited liability company with a business address of 804 Stanley Street, New Britain, Connecticut.
3. At all times relevant to this complaint, Pauls was engaged in the business of selling and repairing used motor vehicles.
4. At all times relevant to this complaint, Paul Ciarcia was a member of Pauls, and authorized to enter into contracts on behalf of Pauls.
5. On or about August 7, 2013, Paul Ciarcia, on behalf of Pauls, and Joel Rivera entered into a contract, pursuant to which Mr. Rivera was to pay Pauls \$5,710.00, and Pauls was to paint and perform auto-body work on an automobile owned by Mr. Rivera.
6. On or about August 7, 2013, Joel Rivera tendered \$5,710.00 to Paul Ciarcia pursuant to the terms of the aforementioned contract.

7. Pauls breached the aforementioned contract by failing to perform the paint and auto-body work on Mr. Rivera's automobile.

8. Joel Rivera has demanded a return of the funds tendered to Pauls, but Pauls has failed and refused to return Mr. Rivera's funds.

9. As a result of the actions of Pauls Automotive LLC, Joel Rivera has sustained damages, all to his loss and detriment.

**SECOND COUNT: Conversion**

1-5. The plaintiff, Joel Rivera, realleges and incorporates paragraphs one through five of the First Count of this Complaint as paragraphs one through five of this Second Count as if fully set forth herein.

6. On or about August 7, 2013, Joel Rivera left his automobile at the business address of Pauls Automotive LLC so that Pauls could perform the aforementioned work on his automobile.

7. After more than a year had passed from the time Joel Rivera left his automobile at Pauls, and Pauls had performed no work on his automobile, Joel Rivera asked that Pauls return his automobile.

8. Although Joel Rivera has demanded a return of automobile, Pauls has failed and refused to return the automobile to Mr. Rivera.

9. As a result of the actions of Pauls Automotive LLC, Joel Rivera has sustained damages, all to his loss and detriment.

**THIRD COUNT: Statutory Theft Pursuant to Connecticut General Statutes Section 52-564**

1-9. The plaintiff, Joel Rivera, realleges and incorporates paragraphs one through nine of the Second Count of this Complaint as paragraphs one through nine of this Third Count as if fully set forth herein.

10. The actions of Pauls Automotive LLC, as stated above, were done with the intent to deprive Joel Rivera of the money paid for painting and auto-body work on Mr. Rivera's automobile, and Mr. Rivera's automobile itself.

11. Due to Pauls Automotive LLC's unauthorized retention of Joel Rivera's automobile, and Pauls Automotive LLC's retention of the funds paid for painting and auto-body work on said automobile, Joel Rivera has suffered harm.

**FOURTH COUNT: Violation of Connecticut Unfair Trade Practices Act**

1-8. The plaintiff, Joel Rivera, realleges and incorporates paragraphs one through eight of the First Count of this Complaint as paragraphs one through eight of this Fourth Count as if fully set forth herein.

9-11. The plaintiff, Joel Rivera, realleges and incorporates paragraphs six through eight of the Second Count of this Complaint as paragraphs nine through eleven of this Fourth Count as if fully set forth herein.

12. Prior to performing work on Joel Rivera's automobile pursuant to their contract, Pauls Automotive LLC did not obtain a signed, written authorization from Mr. Rivera to perform the work, in violation of Connecticut General Statutes Section 14-65f.

13. The aforementioned acts by Pauls Automotive LLC were contrary to public policy, and constituted an intentional and wanton violation of the plaintiff's rights.

14. As a result of the aforementioned conduct by Pauls, the plaintiff has suffered damages.

15. The aforementioned conduct by Pauls constitutes an unfair trade practice in violation of the Connecticut Unfair Trade Practices Act, Connecticut General Statutes Sections 42-110a, *et seq.*

WHEREFORE, the plaintiff, Joel Rivera, seeks the following relief:

1. Judgment in favor of plaintiff on all counts;
2. Actual damages in an amount to be determined at trial;
3. Fees and costs pursuant to C.G.S. § 52-257;
4. With regard to the Third Count, punitive damages;
5. With regard to the Third Count, treble damages pursuant to C.G.S. § 52-564;
6. With regard to the Fourth Count, punitive damages pursuant to pursuant to C.G.S. § 42-110g(a);
7. With regard to the Fourth Count, attorney's fees pursuant to pursuant to C.G.S. § 42-110g(d); and
8. Such other and further relief as this court deems just and equitable.

Respectfully submitted by the plaintiff,  
Joel Rivera  
By his attorney,



Richard W. Mather, Esq.  
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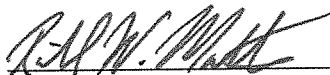
AT NEW BRITAIN

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**STATEMENT OF AMOUNT IN DEMAND**

The plaintiff in the above-captioned matter represents that the amount, legal interest or property in demand is greater than fifteen thousand dollars, exclusive of interest and costs.

Respectfully submitted by the plaintiff,  
Joel Rivera  
By his attorney,



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